

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-____-C**

Application of)	
)	
Consolidated Telecom, Inc.)	
)	
for a Certificate of Public Convenience and)	APPLICATION
Necessity to Provide Resold Interexchange)	
Telecommunications Services in the State)	
of South Carolina, and For Alternative)	
Regulation)	

CONSOLIDATED TELECOM, INC. ("Applicant") hereby submits this application for a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services, including operator services, to correctional facilities within the State of South Carolina pursuant to South Carolina Statutes and the rules and regulations of the South Carolina Public Service Commission. The Applicant also requests, pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, that the Commission regulate its interexchange service offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 1995-1734 and 1996-55 in Docket No. 1995-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C.

In support of this application, the Company provides the following information:

1. Applicant is a corporation organized under the laws of the State of Texas and is authorized to transact business within the State of South Carolina as evidenced by Applicant's Articles of Incorporation and Certificate of Authority which are attached hereto as **Exhibits A and B**, respectively.

2. Applicant's representative, legal name and principal address are as follows:

Jerome Jacobs, Vice President
Consolidated Telecom, Inc.
2445 Gateway Drive, Suite 120
Irving, TX 75063
Phone (800) 583-9683
Fax (972) 239-2358
Email: jjacobs@ctel.us

3. Correspondence regarding this application should be directed to:

Leon Nowalsky, Esq.
Nowalsky & Gothard, APLLC
1420 Veterans Blvd.
Metairie, LA 70005
Ph. (504) 832-1984
Fx. (504) 831-0892
E-Mail: lnowalsky@nbglaw.com

and to local counsel at:

Mr. John "Jack" Pringle, Jr.
Adams & Reese
1501 Main Street, 5th Floor
Columbia, SC 29201
Ph. (803) 254-4190
E-Mail: jack.pringle@arlaw.com

4. The Company's Customer Service contact is:

Jerome Jacobs, President
Consolidated Telecom, Inc.
2445 Gateway Drive, Suite 120
Irving, TX 75063
Phone (800) 583-9683
Fax (972) 239-2358
Email: jjacobs@ctel.us

5. Applicant seeks to provide automated collect calling services to inmates of confinement institutions throughout the State of South Carolina. All services will be offered twenty-four (24) hours per day, seven (7) days a week. The Company will provide correctional and confinement institutions with sophisticated premises equipment that permits inmates to make outgoing, collect-only calls without the assistance of a live

operator. The system provides a number of controls and restrictions that serve to reduce or eliminate fraudulent use of telephone systems.

6. The Company has direct billing and collection agreements with various underlying carriers.

Collect calls placed to local service providers who do not bill calls for other carriers will be billed directly by Consolidated to credit-worthy customers, or will be billed through prepaid accounts when customers do not have a satisfactory credit score.

7. Applicant will adhere to Commission regulations regarding intraLATA traffic, including the guidelines set forth in Order No. 93-462, dated June 3, 1993. Applicant understands that the Commission has expanded intraLATA competition to allow operator service providers to service intraLATA traffic and Applicant reserves the right to provide such intraLATA service, consistent with the order of the Commission in Docket Nos. 92-182-C, 92-183-C and 92-200-C, Order No. 92-480.
8. The principal officers of the Company have the technical and managerial experience necessary for the execution of the business plans described herein as evidenced by the brief description of experience and qualifications of its officers and/or key management personnel which has been attached hereto as **Exhibit C**.
9. The Applicant has the financial backing necessary to provide the services described herein. Attached as **Exhibit D** is a copy of the most recent financial statements of the Applicant and additional supporting documentation. The Applicant considers these financial statements to be confidential, and is filing same under seal. Applicant is filing a Motion for Protective Treatment concurrently with this Application.
10. The Company is currently authorized to provide services in the states of Alabama, Arkansas, Arizona, Georgia, Idaho, Illinois, Indiana, Michigan, Minnesota, Missouri, Montana, N. Dakota, Nebraska, Ohio, Oklahoma, Oregon, Pennsylvania, S. Dakota, Texas, Utah, Washington, and Wisconsin. The company operates in the states of Iowa and Florida which are deregulated therefore no PSC authorizations are required. The Applicant has not been denied authority to operate in any state.
11. The Company will offer the services set forth in its tariff which is attached as **Exhibit E**. A proposed Notice of Filing and Hearing is attached hereto as **Exhibit F**.
12. Applicant submits that it has the technical, managerial and financial resources and ability to conduct its business for the benefit of the public as is reflected in this application.
13. Approval of Applicant's application will serve public interest by increasing competition within the interexchange marketplace and provide customers with a greater choice of inmate services.

WHEREFORE, Applicant prays that the South Carolina Public Service Commission grant it the authority to provide competitive resold interexchange telecommunications services, including operator services to correctional facilities within the State of South Carolina, for alternative regulation of its business interexchange offerings as described above, and for such other relief as is just and proper.

Respectfully Submitted,

CONSOLIDATED TELECOM, INC.

By: s/John J. Pringle, Jr.
John Pringle, Jr.

Attorney for Applicant

EXHIBIT A

ARTICLES OF INCORPORATION



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

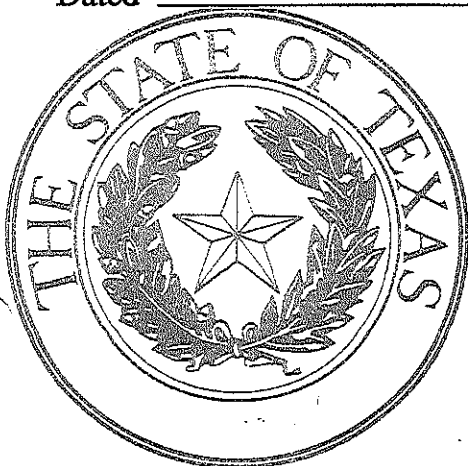
ASAK CORPORATION
CHARTER #1175017

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed pursuant to the provisions of the Texas Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a corporate name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated DECEMBER 11, 19 90.



Gary S. Bayard Jr.
Secretary of State

DEC 11 1990

Corporations Section

ARTICLES OF INCORPORATION
OF

ASAK CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of the corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is ASAK CORPORATION

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is 1,000,000 shares of \$0.01 par value common stock.

ARTICLE FIVE

The corporation will not commence business until it has received for issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00), consisting of money, labor done or property actually received, which sum is not less than One Thousand Dollars (\$1,000.00).

ARTICLE SIX

The street address of its initial registered office is 16479 Dallas Parkway, Suite 700, Dallas, TX 75248 and the name of its initial registered agent at such address is Mark Michael.

ARTICLE SEVEN

The number of directors of the corporation may be fixed by the by-laws. The director constituting the initial board of directors who is to serve as director until successor or successors are elected and qualified is:

Mark Michael	16479 Dallas Parkway, Suite 700
	Dallas, TX 75248

ARTICLE EIGHT

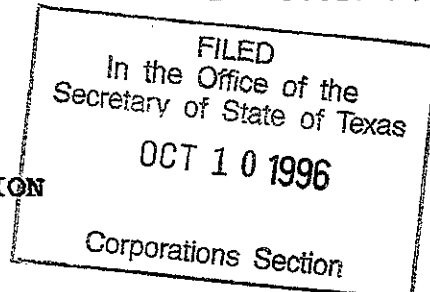
The name and address of the incorporator is:

Delanie M. Lundgren	1212 Guadalupe, Suite 102
	Austin, Texas 78701

IN WITNESS WHEREOF, I have hereunto set my hand, this 11th day of December, 1990.

Delanie M. Lundgren
Delanie M. Lundgren

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF ASAK CORPORATION



Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE I.

NAME

The name of the corporation is ASAK CORPORATION.

ARTICLE II.

The following Amendment to the Articles of Incorporation were adopted by the shareholders of the corporation on October 1, 1996:

ARTICLE ONE is hereby amended to read :

The name of the corporation is CONSOLIDATED TELECOM, INC.

ARTICLE III.

The number of shares of the corporation outstanding at the time of the adoption was 1,000; and the number of shares entitled to vote on the amendment was 1,000.

ARTICLE IV.

The holders of all of the shares outstanding and entitled to vote on the amendment have signed a consent in writing adopting the amendment.

Dated: 10-10, 19 96

ASAK Corporation

By: 

Mark S. Michael, President



Department of the Treasury
Internal Revenue Service

AUSTIN, TX 73301

In reply refer to: 1816706178
Apr. 16, 1992 LTR 147C
75-2369702 0000 00 000
01856

ASAK CORPORATION
6360 LBJ FWY 100
DALLAS TX 75240

Taxpayer Identification Number: 75-2369702

Dear Taxpayer:

Thank you for the inquiry dated Mar. 12, 1992.

Your employer identification number is 75-2369702. Please keep this number in your permanent records. You should enter your name and your identification number, exactly as shown above, on all Federal tax forms that require its use, and on any related correspondence or documents.

If you have any questions about this letter, please write us at the address shown on this letter. If you prefer, you may call the IRS telephone number listed in your local directory. An employee there may be able to help you, but the office at the address shown on this letter is most familiar with your case.

When you write, please include your telephone number, the hours you can be reached, and a copy of this letter. You may also want to keep a copy of this letter for your records.

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Gary Robinson
Chief, Processing Division

Enclosure(s):
Copy of this letter



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT OF

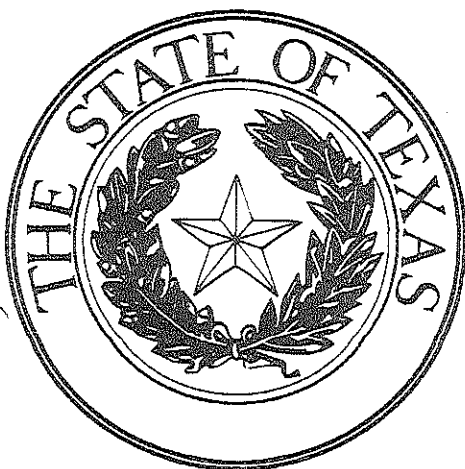
CONSOLIDATED TELECOM, INC.
FILE NO. 1175017-0

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: April 29, 1999

Effective: April 29, 1999



Elton Bomer
Secretary of State

DLU

**Articles of Amendment
to Articles of Incorporation of
Consolidated Telecom, Inc.**

FILED
In the Office of the
Secretary of State of Texas
APR 29 1999
Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

Article I

NAME

The name of the Corporation is Consolidated Telecom, Inc.

Article II

The following Amendment to the Articles of Incorporation were adopted by the shareholders of the Corporation on April 25, 1999:

Article Four is hereby amended to read:

"The aggregate number of shares which the Corporation shall have authority to issue 2,000,000 shares of \$0.01 par value common stock."

Article III

The number of shares of the corporation outstanding at the time of adoption was 750,000 shares; the number of shares entitled to vote on the Amendment is 750,000.

Article IV

The holders of all the shares outstanding and entitled to vote on the amendment have signed a consent in writing adopting the amendment.

Dated April 29 1999

Consolidated Telecom, Inc.

By.


Jerome E. Jacobs, President

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for CONSOLIDATED TELECOM, INC. (file number 117501700), a Domestic For-Profit Corporation, was filed in this office on December 11, 1990.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 24, 2009.



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TDD: 10264

Dial: 7-1-1 for Relay Services
Document: 285605920003



Office of the Secretary of State

CERTIFICATE OF FILING OF

CONSOLIDATED TELECOM, INC.
Filing Number: 117501700

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 08/15/2006

Effective: 08/15/2006



A handwritten signature in cursive script that reads "Roger Williams".

Roger Williams
Secretary of State

EXHIBIT B

CERTIFICATE OF AUTHORITY

Filing ID: 180223-1548308

Filing Date: 02/23/2018

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**APPLICATION BY A FOREIGN CORPORATION FOR A CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN THE STATE OF SOUTH CAROLINA**

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500 (b)(1) if the corporation is a professional corporation. (Must match corporation name on certificate of existence from domestic state)

Consolidated Telecom, Inc.

2. It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation under the laws of the state of Texas
3. The date of its incorporation is 12/11/1990 and the period of its duration is perpetual
4. The address of the principal office of the corporation is:
2445 Gateway Drive, Suite 120

(Street Address)

Irving, Texas 75063

(City, State, Zip Code)

5. The address of the proposed registered office in the state of South Carolina is:
2 Office Park Court Suite 103

(Street Address)

Columbia

South Carolina

29223

(City)

(Zip Code)

6. The name of the proposed registered agent in South Carolina at such address is
C T Corporation System

(Print Name)

I hereby consent to the appointment as registered agent of the corporation

(Signature of the Registered Agent)

Consolidated Telecom, Inc.

Name of Corporation

7. The name and usual business address of the corporation's directors (if the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a.) Jerome E. Jacobs

(Director Name)

2445 Gateway Drive Suite 120

(Business Address)

Irving, Texas 75063

(City, State, Zip Code)

(Director Name)

(Business Address)

(City, State, Zip Code)

(Director Name)

(Business Address)

(City, State, Zip Code)

b.) Jerome E. Jacobs

(Principal Officer Name)

Vice President

(Principal Officer Position)

2445 Gateway Drive Suite 120

(Address)

Irving, Texas 75063

(City, State, Zip Code)

(Principal Officer Name)

(Principal Officer Position)

Consolidated Telecom, Inc.

Name of Corporation

(Address)

(City, State, Zip Code)

(Principal Officer Name)

(Principal Officer Position)

(Address)

(City, State, Zip Code)

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class: (if no shares are issued please enter "none")

Class of Shares (and Series, if any)	Authorized Number of Each Class (and Series)
common	2,000,000

9. Unless a delated date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230): _____

Date: 02/23/2018

Name of Corporation:

Consolidated Telecom, Inc.

Signed as Filer: Becky Heggelund

Signature of Officer

Jerome E. Jacobs

Type or Print Name

Vice President

Position of Officer

Business Name: Consolidated Telecom, Inc.

Signature Page for a Secretary of State Business Filing

This page must be completed, scanned, and attached to any business filing where one of the following is true.

- The filing party signs the digital form on behalf of official signee.
- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

Official Signatures

(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

JEROME E. JACOBS		2-22-18	
Name	Jerome E. Jacobs	Date	
Signature		VICE-PRESIDENT	
		Title / Position	
Name		Date	
Signature		Title / Position	
Name		Date	
Signature		Title / Position	
Name		Date	
Signature		Title / Position	
Name		Date	
Signature		Title / Position	

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for CONSOLIDATED TELECOM, INC. (file number 117501700), a Domestic For-Profit Corporation, was filed in this office on December 11, 1990.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 22, 2018.



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 795624450003

EXHIBIT C

MANAGEMENT PROFILES

Management Team

Gary Savage serves as a Director, President and Chief Executive Officer of CTCL. Mr. Savage has nearly 20 years of experience in the Inmate Telecommunication industry. Prior to CTCL, Mr. Savage owned and operated a successful Inmate Telephone company that was responsible for successfully selling services to over 600 correctional facilities, including all U.S. Navy and Marine Incarceration Units (Brigs). This was in a joint venture with MCI that he facilitated with the MCI Government Systems Group in McLean, VA in 1992. Mr. Savage served in various roles throughout the industry, from an advisor on merger and acquisitions and joint ventures, to tracking market and technology trends. Mr. Savage holds a B.B.A. and M.B.A from East Texas State University (now Texas A&M).

Mr. Jerome Jacobs serves as a Director and Vice-President of CTCL. Mr. Jacobs is involved both in the sales and customer relations of CTCL. Mr. Jacobs has been responsible for setting up the CTCL customer relations department and managing day to day affairs in the Irving, Texas headquarters. In addition Mr. Jacobs oversees the regulatory affairs of the Company. Prior to co-founding CTCL, Mr. Jacobs was a sales representative for West Publishing Corporation for approximately five years. Mr. Jacobs also worked for the Michigan Securities Commission and later worked as an attorney for several private investment firms in California. Mr. Jacobs holds a B.S. in Business and Juris Doctorate from Michigan State University.

EXHIBIT D

FINANCIAL STATEMENTS

(Filed Under Seal)

EXHIBIT E

PROPOSED TARIFF

Interexchange Carrier Reseller

RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Resale Interexchange Telecommunications Services furnished by Consolidated Telecom, Inc. within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, located at 2445 Gateway Drive, Suite 120, Irving, Texas 75063.

The Company's toll-free telephone number is (800) 583-9683.

ISSUED:

EFFECTIVE:

ISSUED BY:

Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

CHECK SHEET

All pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised Pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
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27	Original		
28	Original		
29	Original		
30	Original		

ISSUED:**EFFECTIVE:****ISSUED BY:**Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

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ISSUED:

EFFECTIVE:

ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in a Rate Increase
- M- Moved From Another Tariff Location
- N- New Material
- R- Change Resulting in a Rate Reduction
- T- Change in Text or Regulation But No Change In Rate Or Charge

ISSUED:

EFFECTIVE:

ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED:**EFFECTIVE:****ISSUED BY:**Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 1 - DEFINITIONS1.1 **Definitions:**

Access Line - An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

Automated Call Processing System - Equipment that automates the placement of collect calls, including recordation of billing information.

Automated Phone Payment Processing Fee - An undiscountable fee charged to a customer by a third party Automated Phone Payment Processor when the customer chooses to make a payment using a credit card, check/debit card or check over the phone for an account with the provider.

Billed Party - The individual, firm or entity who accepts a collect call, is billed for the call, and responsible for the payment of the applicable charges.

Billing Limit - A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

Called Party - The individual, firm or entity that has the capability to accept or decline a collect call originating from an institution or facility.

Carrier - Consolidated Telecom, Inc. unless specifically stated otherwise.

Client - The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call - A Billing arrangement whereby the charge for a call may be billed to the called party, provided the called station accepts responsibility for such calls.

Company - Consolidated Telecom, Inc., also referred to as "Carrier."

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

ISSUED:

EFFECTIVE:**ISSUED BY:**

Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 1 - DEFINITIONS

1.1 Definitions: (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Message - A completed telephone call by a customer or user.

ORS – South Carolina Office of Regulatory Staff

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Amounts billed to customers for regulated services.

ISSUED:

EFFECTIVE:

ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS**2.1 Description of Service**

- 2.1.1. The Company provides long distance interexchange telephone service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis, unless otherwise stated in this tariff and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

- 2.1.2. Custom or Enhanced Service Offering: At this time, the Company does not offer any enhanced services, but reserves the right to provide these services at a later date.

2.2 Service Availability

- 2.2.1 The Company offers service to customers consistent with the provisions of this tariff. Customer interested in the Company's services shall file a service application with the Company which fully identifies the customer and the services requested.

- 2.2.2 Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

ISSUED:**EFFECTIVE:**

ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 2 - RULES AND REGULATIONS (continued)**2.2** Service Availability (continued)

2.2.3 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.4 Title to any equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Nonrecurring Charges

2.3.1 Customers will receive a monthly invoice setting forth the amount of usage and amount owed for such usage. Usage charges are determined by the length of calls and the time of day such calls, unless service is specifically provided on a flat rate basis. Customer is responsible for payment of invoices within 20 days after the bill is mailed by the Company to the customer.

2.3.2 Customers are responsible for any interconnection charges associated with interconnecting the company's premises to the local exchange carrier.

2.3.3 Customers will be billed and are responsible for payment of all applicable federal, state and local taxes assessed in conjunction with services used.

2.3.4 The Company reserves the right to examine the credit record of service applicants and to require a service deposit when determined necessary to assure future payment. Security Deposits required will not exceed more than two (2) months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)**2.4** Billing Disputes

2.4.1 Billing disputes shall be processed by the Company or its billing agent(s) in accordance with Commission rules.

2.4.2 Customers unsatisfied with the Company's handling of a dispute may contact the South Carolina Public Service Commission at

2.5 Use of Service

Service may not be used for any unlawful purposes. Service is provided on a monthly (30 day) basis, unless otherwise stated in a service agreement.

2.6 Liability of the Company

2.6.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the service and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

2.6.2 Service Irregularities

2.6.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or to facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.6.2.2 The Company shall not be liable to any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts of omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Liability of the Company (Cont=d)

2.6.3 Claims of Misuse of Service

2.6.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims, arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.6.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.6.4 Defacement of Premises

2.6.4.1 The Company is not liable for any defacement of, or damage to, the customer=s premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purposes of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)**2.6.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

2.6.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from any against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by another other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.6.6 Service at Outdoor Locations

2.6.6.1 The Company reserves the right to refuse to provide maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment or facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.6.7 Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Acceptance of the provisions of Section 2.6 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.6.8 Limitation of Liability

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

SECTION 2 - RULES AND REGULATIONS (continued)

2.7 Interruption and Restoration of Service

2.7.1. Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal. When service is interrupted for at least 24 hours due to such factors as storms, fires, floods, or other conditions beyond the control of the Company, an allowance of 1/3 of the tariff monthly rate shall apply for each full 24 hour period during which the interruption continues after notice by the customer to the Company.

The Company will keep a record of any condition resulting in any interruption of service pursuant to South Carolina Regulation 103-614.

2.7.2. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

SECTION 2 - RULES AND REGULATIONS (continued)2.7 **Interruption and Restoration of Service** (continued)2.7.2. **Restoration of Service** (continued)

B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.7.3. **TSP Request Process**A. **Restoration**

1. To request a TSP restoration priority assignment, a prospective TSP user must:
 - (a) National Security Leadership
 - (b) National Security Posture and U.S. Population Attack Warning
 - (c) Public Health, Safety, and Maintenance of Law and Order
 - (d) Public Welfare and Maintenance of National Economic Posture
2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

SECTION 2 - RULES AND REGULATIONS (continued)2.7 Interruption and Restoration of Service (continued)A. Restoration (continued)

3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. Verify that the Company cannot meet the service due date without a TSP assignment.
3. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

SECTION 2 - RULES AND REGULATIONS (continued)**2.7.4 Responsibilities of the End-User**

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Customer Responsibility

2.8.1 All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)**2.8** Customer Responsibility (continued):**2.8.2** Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

The Company will keep a record of all test procedures which are performed in accordance with South Carolina Regulation 103-617.

2.8.3 Deposits

- A. Carrier may require a customer or prospective customer to pay a deposit if the following conditions exist:
 - 1. The customer's past telecommunications utility payment record reflects delinquent payment practices. (i.e. customer had 2 consecutive 30-day arrearages or more than 2 non-consecutive 30-day arrearages within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)
 - 2. A new customer cannot furnish either a letter of good credit or an acceptable cosigner or guarantor on the same system within South Carolina to guarantee payment.
 - 3. An existing customer has no deposit and is presently delinquent in payment. (i.e. customer had 2 consecutive 30-day arrearages, or more than 2 non-consecutive 30-day arrearages, within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)
 - 4. A customer has had service terminated by any telecommunications utility for non-payment or fraudulent use.
- B. For new customers deposits will be an amount equal to two (2) months estimated total billing (including toll and taxes) and for existing customers deposits will be an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) month period.
- C. Deposit amounts may be adjusted upward or downward to reflect the actual billing experience and payment habits of the customer. All adjustment in Deposits will conform to South Carolina Regulation 103.621.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)

- D. Simple interest accruing annually shall be paid on deposits held by the Company at a rate prescribed by the Commission for the period during which the deposit was held. Payment of interest shall be made to the customer at least every two (2) years and at the time the deposit is returned. A deposit will cease to draw interest on the date it is returned, the date service is terminate or on the date notice is sent to the customer's last known address that the deposit is no longer required.
- E. Deposits will be refunded with interest after (2) years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

2.8.3 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued)

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
 2. Interruptions of service for implementation of a customer order for a change in the service;
 3. Interruption caused by the negligence of the customer or his authorized user;
 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)**2.8** **Customer Responsibility** (continued)**2.8.4** **Cancellation by Customer**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

2.8.5 **Payment and Charges for Services**

- A. Service is provided on a monthly basis as follows:
- B. Payment is due within 20 days after the bill is mailed by the Company to the customer. The bill is considered rendered when deposited in the U.S. mail with postage prepaid to the customers last known address.
- C. Interest at the rate of 1.5% will be added to any unpaid balance brought forth from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be in lieu of any other penalties allowed by law.
- D. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears.
- E. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due Carrier, past the due date, or any violation of South Carolina Regulation 103-625.

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)2.8 Customer Responsibility (continued):2.8.5 Payment and Charges for Services (continued):

- E. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- F. Customers will be charged a late payment penalty in the amount of 1.25% of unpaid principal amount or the highest rate allowed by state law.
- G. Customers will be charged a \$25.00 fee on all checks returned to the Company by the issuing institution.

2.8.6 Billing Disputes

If written or verbal notice of dispute as to charges is not received by the Company within the applicable statute of limitations such bill shall be deemed correct and binding. In the case of a billing dispute between the user and the Carrier for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action:

- A. First, the user may request, and the Carrier will provide, an in-depth review of the disputed amount. This can be done by dialing 1-866-598-0672. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by manager of the Carrier, the user may file an appropriate complaint with the Office of Regulatory Staff. The Commission's address is:

South Carolina Office of Regulatory Staff
Consumer Affairs Division
1441 Main Street, Suite 300
Columbia, South Carolina 29201
Phone (803) 737-5230

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)**2.9** Carrier Responsibility**2.9.1** Calculation of Credit Allowance

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.9.2 Cessation of Service

Service shall cease at the end of the customer=s service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 2 - RULES AND REGULATIONS (continued)**2.9**Customer Responsibility (continued):**2.9.3** Disconnection of Service by Carrier

Carrier may suspend service after seven (7) days written notice for any of the reasons listed below. Service may be terminated when 10 days have passed since the suspension and the original grounds for suspension have not been remedied.

- A. Non-payment of any sum due to Carrier for service for more than twenty (20) days from the date of mailing the invoice from the carrier to the customer except for disputes covered in Section 2.8.5.C;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Reserved for future use.
- F. Service may be discontinued without notice in the event customer uses equipment in such a manner as to adversely affect Carrier's equipment or service to others.

2.9.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That number is divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.9.5 Adjustment of Bills

If it is found that the Company has directly or indirectly, by any device whatsoever, charged, collected or received from any customer a greater or lesser compensation for any service rendered by the Company, the Company will follow the regulations set forth in Section 103-623 of the South Carolina Code of Regulations.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up. In the event the called station "hangs up" but the calling station does not, chargeable time may end when the connection is released by automatic timing equipment within the telecommunications network.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is provided to the customer. The end of service date is the last day or any portion thereof that service is provided by the Company after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with the Carrier's. The customer shall secure all necessary licenses, permits and/or right-of-ways.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula:
$$V = \frac{(V1 - V2)5 + (H1 - H2)5}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and submitted to the Office of Regulatory Staff for prior approval.

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.8 Service Offerings**

The Company will provide the following services:

3.8.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.8.2 Inbound Service (8XX)

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to Inbound Service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.8 Service Offerings (continued):****3.8.3 Travel Card Service**

Allows subscribers to gain access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

3.8.5 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

3.8.6 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

3.8.7 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

3.8.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.8 Service Offerings (continued)

3.8.9 Early Termination for Business Customers

Business customers will be responsible for 100% of all loop charges for the entirety of the contract period. Customer will also be responsible for 100% of any Commitment amount or Minimum Usage.

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ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

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SECTION 4 - RATES AND CHARGES**4.1 Inmate Phone Provider Rates**

All Inmate Phone Providers shall file tariffs with the South Carolina Public Service Commission which set forth the services provided and all applicable charges, surcharges and fees for those services.

4.1.1 The charges, surcharges and fees charged the Customer for any collect call that originates and terminates in the State of South Carolina shall not exceed the currently effective rate caps ordered by the Commission for Inmate Phone Services calls.

4.1.2 Every call from Inmate Phone Service instruments will be automated-collect, billed to the called party, or charged to a prepaid or debit account authorized by the inmate facility or other billing or charging methods included in the Provider=s approved tariff.

4.2 Collect Calls and Debit Calling

The rates charged by the Company for toll calls shall consist of a fixed service charge and a measured charge dependent upon the duration of the call. The rates for local calls shall consist of a fixed service charge and the applicable local call rate.

4.2.1 Computation of Charges

The total charge for each toll call consists of two charge elements; a fixed service charge and a measured charge dependent on the duration of the call. The measured charge element is specified as a rate per minute which is applied to each minute, with fractional minutes rounded upon to the nearest one full minute. Local calls shall consist of a fixed service charge and a fixed usage fee.

4.2.2 Chargeable Times

Chargeable times begins when the Called Party accepts the charges by positive acceptance through pressing the appropriate key on a touch-tone phone. In the absence of acceptance, calls will be terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when released by the automatic timing equipment in the telephone system.

ISSUED:

EFFECTIVE:**ISSUED BY:**

Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 4 - RATES AND CHARGES

4.2.3 Local Call Rate: \$0.30 Per Minute Maximum.
\$0.30 Current Rate

4.2.4 IntraLATA Collect Calls:

A. Measured Charges:
Initial Minute: \$0.30
Each Add=1 Minute: \$0.30

4.2.5 InterLATA Collect Calls:

B. Measured Charges
Initial Minute \$0.30
Each Add=1 Minute \$0.30

4.2.6 Payment for Charges

- A. Payment by Check or Money Order through the mail: No additional fees will be charged to a Customer each time the Customer chooses to make a payment with a check or money order through the mail for an account with the Company.
- B. Payment by Credit Card on Website: A charge of \$3.00 will be assessed on any payments made through our web portal.
- C. Payment made by telephone through our Call Center: A charge of \$5.95 will be assessed on any payments made over the telephone through our call center.

ISSUED:**EFFECTIVE:**

ISSUED BY: Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

Interexchange Carrier Reseller

SECTION 4 - RATES AND CHARGES (continued)4.6 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee equal to or less than provided in SC Code Ann. 34-11-70.

4.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion. Any special promotions will be filed with the Commission and Office of Regulatory Staff at least 14 days prior to initiation of the promotion.

4.8 Pay Telephone (Payphone) Surcharge

A \$0.55 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.9 Reconnection Charge

\$20.00 per account per occurrence.

4.10 Marketing Statement

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certificate and to complete intrastate telecommunications traffic within the State of South Carolina.

ISSUED:**EFFECTIVE:****ISSUED BY:**

Jerome Jacobs, President
2445 Gateway Drive, Suite 120
Irving, Texas 75063

EXHIBIT F

PROPOSED NOTICE OF FILING AND HEARING

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

CLERK'S OFFICE

NOTICE OF FILING AND HEARING AND PREFILE TESTIMONY DEADLINES**DOCKET NO. 2018-____-C**

Application of CONSOLIDATED TELECOM, INC. for a Certificate of Public Convenience and Necessity to Provide Resold Interexchange Telecommunications Services in the State of South Carolina, and for Alternative Regulation.

CONSOLIDATED TELECOM, INC. ("Applicant") has filed an Application with the Public Service Commission of South Carolina (the "Commission") for a Certificate of Public Convenience and Necessity to Provide Resold Interexchange Telecommunications Services in the State of South Carolina. The Applicant also requests, pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, that the Commission regulate its interexchange service offerings in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 1995-1734 and 1996-55 in Docket No. 1995-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Company's application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2018-____-C. Additionally, a copy of the application is available from the Company's representative John J. Pringle, Jr. Esquire, Adams and Reese, LLC, 1501 Main Street, 5th Floor, Columbia, SC 29201.

PLEASE TAKE NOTICE that a hearing, pursuant to 10 S.C. Code Ann. Regs. 103-817, on the above matter has been scheduled to begin on _____, _____, **2018, at _____**, before a Hearing Examiner in the Commission's Hearing Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210 for the purpose of receiving testimony and evidence from all interested parties.

Any person who wishes to participate in this matter as a party of record should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before _____, by filing the Petition to Intervene with the Commission, by providing a copy to the Office of Regulatory Staff and by providing a copy to all parties of record. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. ***Please refer to Docket No. 2018-____-C and mail a copy to all other parties in this docket.*** Any person who seeks to intervene and who wishes to testify and present evidence at the hearing should notify, in writing, the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the company at the above address, on or before _____, **2018. Please refer to Docket No. 2018-____-C.**

INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only):

All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's **Direct Testimony** Due: _____; Other Parties of Record **Direct Testimony** Due: _____; Applicant's **Rebuttal Testimony** Due: _____; and Other Parties of Record **Surrebuttal Testimony** Due: _____. All Prefiled Testimony Deadlines are subject to the information as posted on www.psc.sc.gov under **Docket No. 2018-____-C.**

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and **Docket No. 2018-____-C.**

PLEASE TAKE NOTICE that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

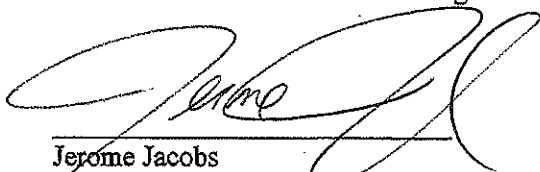
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VERIFICATION BY APPLICANTSTATE OF Texas)
COUNTY OF Dallas)

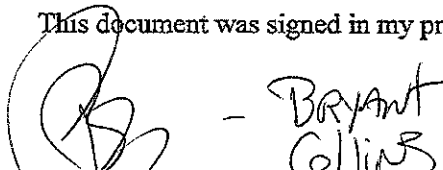
ss:

Jerome Jacobs, Vice-President of **Consolidated Telecom, Inc.** having been duly sworn and deposed, hereby states as follows:

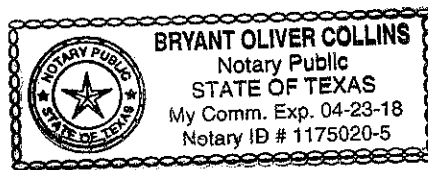
That he is Vice-President of Consolidated Telecom, Inc., that he has read the foregoing Application and all Exhibits thereto and knows the contents thereof, and that the same is true of his own knowledge, except as to any matters therein stated upon information and belief, and as to those matters he believes them to be true; that he consents to this Verification being used as evidence in this proceeding.


Jerome Jacobs
Consolidated Telecom, Inc.

This document was signed in my presence this 30 day of MARCH, 2018.


Notary Public

My Commission expires:
4 23 2019



**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-____-C**

Application of Consolidated Telecom,)
Inc. for a Certificate of Public)
Convenience and Necessity to Provide)
Resold Interexchange)
Telecommunications Services in the)
State of South Carolina, and For)
Alternative Regulation)

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day the **Application** via electronic mail service as follows:

Jenny Pittman
Office of Regulatory Staff
jpittman@regstaff.sc.gov

s/John J. Pringle, Jr.

June 4, 2018
Columbia, South Carolina